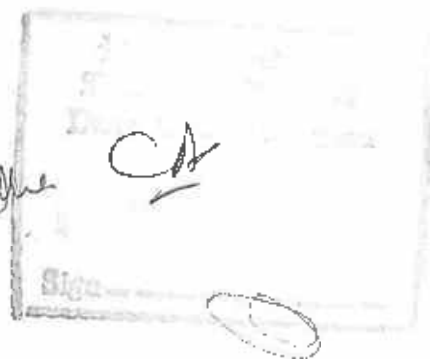


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5072100

M/s Countrywide Promoters
Pvt. Ltd.
New Delhi



19878

COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this the 15th day of February 2012

BETWEEN

M/s Mega Infraprojects Private Limited a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at C/o BPMP Marketing Office, Sector-81, Village Budena, Tehsil & Distt Faridabad, Haryana being represented through its Authorized Signatory, Mr. Ashutosh Kumar (hereinafter referred to as the "**OWNER**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART**.

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 acting through its Authorized Signatory, Sh. Jay Shankar duly authorized by Board Resolution (hereinafter referred to as the "**DEVELOPER**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**.

The Owner and the Developer are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS the Owner herein have acquired certain parcels of the land and is still in the process of acquiring various agricultural lands falling in the District Gurgaon and Faridabad, Haryana and the Owner undertakes that it shall acquire a valid perfect and marketable legal title along with the vacant physical possession of the land or thereabout (hereinafter referred to as the said "**Land**").

AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities of the government and is further financially and

For Mega Infraprojects Private Limited

Ashutosh Kumar
Director/Authorised Signatory

For Countrywide Promoters Pvt. Ltd.

Jay Shankar
Authorised Signatory

प्रलेख नः 19828

दिनांक 07/03/2012

<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील फरीदाबाद	गांव/शहर फरीदाबाद
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
रुपये	

Drafted By M/s Mega Infraprojects Pvt. Ltd. th. Ashutosh Kumar

यह प्रलेख आज दिनांक 07/03/2012 दिन बुधवार समय 10:59:00AM बजे श्री/श्रीमती/कुमारी M/s Mega Infraprojects Pvt. Ltd. th. Ashutosh Kumar द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

श्री M/s Mega Infraprojects Pvt. Ltd. th. Ashutosh Kumar

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Countrywide Promoters Pvt. Ltd. th. Jay Shankar दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों स्विकारने के लिए प्रलेख की राशि 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता की ओर की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पक्षधर श्री/श्रीमती/कुमारी D.P. Khatana, Adv. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd व श्री/श्रीमती/कुमारी Raj, पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ram bir Singh निवासी Fbd ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 07/03/2012

उप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

D. P. Khatana
Advocate
Dist. Court, Faridabad

technically capable to undertake the development works as per the terms of license/change of land use granted or to be granted by the relevant authority/department of the State.

AND WHEREAS the Owner had approached the Developer to obtain and, or maintain the conversion of land use in any appropriate project on the said Land and to carry out the development and construction works of the said appropriate project as per the terms of the conversion of the land use to be granted / granted by the relevant authority / department of the State and the Developer has agreed to the same, now therefore, the Parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accepts to develop/construct any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter.
2. That the entire costs and expenses required for carrying out construction, development and completion of the project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Land shall be wholly borne by the Developer. The Owner shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the Parties under this Collaboration Agreement, the Owner has agreed to transfer and convey the entire built-up area permitted over the said Land (FAR) to the Developer.
(b) It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever.
(c) The Developer shall reimburse the Owner all costs and expenses incurred by the Owner with respect to the purchase of the said Land, which shall include cost of land, registration charges, stamp duty, commission to brokers and all other expenses incurred for acquiring the ownership, title and possession of said Land. The Developer shall additionally pay to the Owner a consolidated sum calculated @ Rs. 35,000/- (Rupees Thirty Five Thousand only) per acre of said Land. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same has been paid in cash to the Owner, receipt of which the Owner hereby acknowledges.
4. That the physical possession of the said Land will be handed over to the Developer by the Owner to carry out the work of construction of a project consisting of such floors as may be allowed by the byelaws of the authority / department of the State. The development of

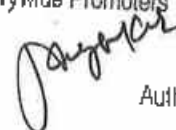
For Mega Infraprojects Private Limited

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For Countrywide Promoters Pvt. Ltd.

Ashutosh Kumar

Director/Authorised Signatory



Authorised Signatory

the project on the said Land shall be done by the Developer at its sole discretion and costs without any interference or objection from the Owner.

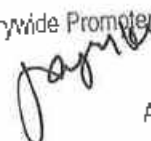
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed land on the said Land as and when desired by the Developer.
6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
7. The Developer shall file appropriate applications with the Director General, Town & Country Planning- Haryana (Chandigarh) ("DGTCP") subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DGTCP, HUDA and government of Haryana. The Owner also agrees to execute a power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) etc.
8. The Developer shall develop, construct and complete the project on the said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals pertaining to construction, development and completion of the project.
9. The responsibility of obtaining the licence/conversion of land use shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from Director General Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DGTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantees etc. for the payment of External Development Charges, Internal Development Charges or any other charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owner.
10. The building plans for the proposed project shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said Land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area on the said Land.

For Mega Infraprojects Private Limited

Achintosh Kumar
Director/Authorised Signatory

3

For Countrywide Promoters Pvt. Ltd.


Authorised Signatory

11. The Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said Land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable power of attorney issued in its favour.
12. The Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the project on the said Land at any point of time in present or in future.
13. the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
14. All rates, cesses, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the built-up property.
15. The Owner undertakes irrevocably to constitute the Developer and/or its nominees as their attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and to enter into agreement to sell and / or execute and register sale-deed or such other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
16. The Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of un-built or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
17. The Owner declares and assures the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies,

Ashutosh Kumar

Director/Authorised Signatory

[Signature]

Authorised Signatory

unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.

18. The Owner agrees, confirms and assures that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the government of Haryana when the Developer shall be entitled to receive compensation directly from the State government or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc. to do the necessary acts/deeds/things, including receiving the compensation thereof from the government.
19. In case the said Land or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title paramount to the Owner or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.
20. The Owner undertakes to execute a general power of attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
21. If there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the project and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
22. All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
23. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
24. After the construction of project, sale deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may

For Mega Infraprojects Private Limited

5

For Countrywide Promoters Pvt. Ltd.

Ashutosh Kumar

Director/Authorised Signatory

Parman

Authorised Signatory

include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of general power of attorney executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.

25. The Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
26. All the original papers, title documents relating to the said Land in the name of the Owner is being retained in the safe custody of the Developer.
27. The Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGTCP in respect of the project sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
28. All previous understandings, agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
29. The terms of the present agreement shall be binding on the Parties in respect to the lands that the Owner is in the process of acquiring or to be acquired and the development of the same shall be governed by the terms agreed herein.
30. In the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
31. The Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
32. This Agreement shall not create the relationship of the partnership between the Owner and Developer.

For Mega Infraprojects Private Limited

Ashutosh Kumar
Director/Authorised Signatory

6

For Countrywide Promoters Pvt. Ltd.

[Signature]
Authorised Signatory

IN WITNESS WHEREOF the Parties have signed this Collaboration Agreement at Faridabad on the date, month and year first above written in the presence of witnesses.

for Mega Infraprojects Private Limited For Mega Infraprojects Private Limited <u>Ashutosh Kumar</u> Director/Authorized Signatory (Authorized Signatory) OWNER	for Countrywide Promoters Pvt. Ltd. For Countrywide Promoters Pvt. Ltd. <u>Jay</u> Authorized Signatory (Authorized Signatory) DEVELOPER
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WITNESSES:

1. D. P. Khatala
Advocate
Distt. Court, Faridabad

2. [Signature]

Raj Ranal
Shri. Rambir Singh
R/o 284/29650

soaped by
D. P. Khatala
Advocate
Distt. Court, Faridabad




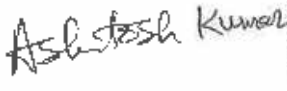

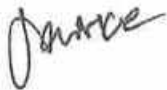




पेशकर्ता



दावेदार




गवाह

पेशकर्ता	M/s Mega Infraprojects Pvt	
		
दावेदार	M/s Countrywide Promoter	
		
गवाह	D.P. Khatana, Adv.	
		
गवाह	Raj	
		

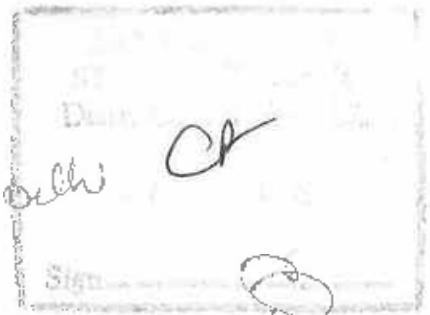
प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 19,828 आज दिनांक 07/03/2012 को बही न: 1 जिल्द न: 0 के पृष्ठ न: 17 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1 के पृष्ठ सख्या 100 से 102 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 07/03/2012


 SUB REGISTRAR
 फरीदाबाद
 सहायक/सर्वेक्षण/पंजीयन अधिकारी

530 15
5000 = 100



19843

COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this the 15th day of February 2012

BETWEEN

M/s Merit Marketing Private Limited a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110001 being represented through its Authorized Signatory, Mr. Ashutosh Kumar (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART**.

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 acting through its Authorized Signatory, Sh. Jay Shankar duly authorized by Board Resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**.

The Owner and the Developer are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS the Owner herein have acquired certain parcels of the land and is still in the process of acquiring various agricultural lands falling in the District Gurgaon and Faridabad, Haryana and the Owner undertakes that it shall acquire a valid perfect and marketable legal title along with the vacant physical possession of the land or thereabout (hereinafter referred to as the said "Land").

For Merit Marketing Private Limited

Ashutosh Kumar
Director/Auth. Signatory

For Countrywide Promoters Pvt. Ltd.

Jay Shankar
Authorized Signatory

प्रलेख नः 19843

दिनांक 07/03/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील फरीदाबाद	गांव/शहर फरीदाबाद
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
रुपये	

Drafted By: D.P. Khatana, Adv.
For Merit Marketing Private Limited

यह प्रलेख आज दिनांक 07/03/2012 दिन बुधवार सलग 11:22:00AM बजे श्री/श्रीमती/कुमारी M/s Marti Marketing
Pvt. Ltd. पुत्री/पुत्र/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

SUB REGISTRAR
FARIDABAD
उप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

श्री M/s Marti Marketing Pvt. Ltd. th. Ashutosh Kumar

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Country wide Promoters Pvt. Ltd. th. Jay Shankar दावेदार हाजिर हैं। प्रस्तुत प्रलेख के
द्वयो स्वीकारने स्वीकारने किन्तु प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता
को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

For Merit Marketing Private Limited

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी D.P. Khatana, Adv. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd

व श्री/श्रीमती/कुमारी पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Rambir निवासी Fbd ने की।

साक्षी नः D.P. Khatana, Adv. अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 07/03/2012

SUB REGISTRAR
FARIDABAD
उप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

D. P. Khatana
07/03/2012
Distt. Court, Faridabad

AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities of the government and is further financially and technically capable to undertake the development works as per the terms of license/change of land use granted or to be granted by the relevant authority/department of the State.

AND WHEREAS the Owner had approached the Developer to obtain and, or maintain the conversion of land use in any appropriate project on the said Land and to carry out the development and construction works of the said appropriate project as per the terms of the conversion of the land use to be granted / granted by the relevant authority / department of the State and the Developer has agreed to the same, now therefore, the Parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accepts to develop/construct any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter.
2. That the entire costs and expenses required for carrying out construction, development and completion of the project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Land shall be wholly borne by the Developer. The Owner shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the Parties under this Collaboration Agreement, the Owner has agreed to transfer and convey the entire built-up area permitted over the said Land (FAR) to the Developer.

(b) It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever.

(c) The Developer shall reimburse the Owner all costs and expenses incurred by the Owner with respect to the purchase of the said Land, which shall include cost of land, registration charges, stamp duty, commission to brokers and all other expenses incurred for acquiring the ownership, title and possession of said Land. The Developer shall additionally pay to the Owner a consolidated sum calculated @ Rs. 35,000/- (Rupees Thirty Five Thousand only) per acre of said Land. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same has been paid in cash to the Owner, receipt of which the Owner hereby acknowledges.
4. That the physical possession of the said Land will be handed over to the Developer by the Owner to carry out the work of construction of a project consisting of such floors as may

For Merit Marketing Private Limited

Ashutosh Kumar
Director/Auth. Signatory

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For Countrywide Promoters Pvt. Ltd.

[Signature]
Authorized Signatory

be allowed by the byelaws of the authority / department of the State. The development of the project on the said Land shall be done by the Developer at its sole discretion and costs without any interference or objection from the Owner.

5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed land on the said Land as and when desired by the Developer.
6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
7. The Developer shall file appropriate applications with the Director General, Town & Country Planning- Haryana (Chandigarh) ("DGTCP") subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DGTCP, HUDA and government of Haryana. The Owner also agrees to execute a power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) etc.
8. The Developer shall develop, construct and complete the project on the said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals pertaining to construction, development and completion of the project.
9. The responsibility of obtaining the licence/conversion of land use shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from Director General Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DGTCP") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantees etc. for the payment of External Development Charges, Internal Development Charges or any other charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owner.
10. The building plans for the proposed project shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said

For Merit Marketing Private Limited

Ashutosh Kumar
Director/Ash. Signatory

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For Countrywide Promoters Pvt. Ltd.

[Signature]
Authorised Signatory

Land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area on the said Land.

11. The Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said Land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable power of attorney issued in its favour.
12. The Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the project on the said Land at any point of time in present or in future.
13. the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
14. All rates, cesses, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the built-up property.
15. The Owner undertakes irrevocably to constitute the Developer and/or its nominees as their attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and to enter into agreement to sell and / or execute and register sale-deed or such other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
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For Merit Marketing Private Limited


Director/Auth. Signatory

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For Countrywide Promoters Pvt. Ltd.


Authorised Signatory

17. The Owner declares and assures the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.
18. The Owner agrees, confirms and assures that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the government of Haryana when the Developer shall be entitled to receive compensation directly from the State government or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc. to do the necessary acts/deeds/things, including receiving the compensation thereof from the government.
19. In case the said Land or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title paramount to the Owner or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.
20. The Owner undertakes to execute a general power of attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
21. If there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the project and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
22. All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
23. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.

For Merit Marketing Private Limited

Ashutosh Kumar
Director/Auth. Signatory

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For Countrywide Promoters Pvt. Ltd.

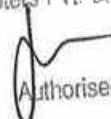
[Signature]
Authorised Signatory

24. After the construction of project, sale deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of general power of attorney executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.
25. The Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
26. All the original papers, title documents relating to the said Land in the name of the Owner is being retained in the safe custody of the Developer.
27. The Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGTCP in respect of the project sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
28. All previous understandings, agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
29. The terms of the present agreement shall be binding on the Parties in respect to the lands that the Owner is in the process of acquiring or to be acquired and the development of the same shall be governed by the terms agreed herein.
30. In the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
31. The Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.

For Merit Marketing Private Limited


Director/Auth. Signatory

For Countrywide Promoters Pvt. Ltd.


Authorised Signatory

32. This Agreement shall not create the relationship of the partnership between the Owner and Developer.

IN WITNESS WHEREOF the Parties have signed this Collaboration Agreement at Faridabad on the date, month and year first above written in the presence of witnesses.

<p>for Merit Marketing Private Limited</p> <p><i>For Merit Marketing Private Limited</i></p> <p><i>Ashutosh Kumar</i> Director/Auth. Signatory</p> <hr/> <p>(Authorized Signatory) OWNER</p>	<p>for Countrywide Promoters Pvt. Ltd.</p> <p><i>For Countrywide Promoters Pvt. Ltd.</i></p> <p><i>[Signature]</i> Authorised Signatory</p> <hr/> <p>(Authorized Signatory) DEVELOPER</p>
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WITNESSES:

1. *[Signature]*
B. P. Khatana
Advocate
Distt. Court, Faridabad

2. *[Signature]*

Raj Kamal
S/o Sh. Kamhalingh
R/o 284/RA FBD

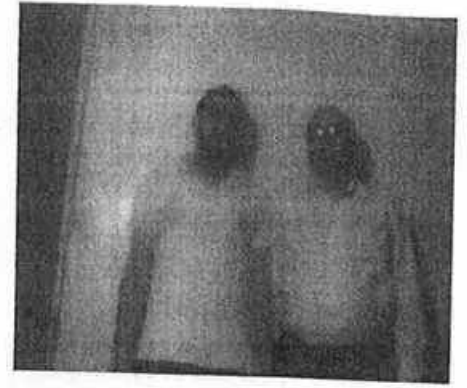
[Signature]
D. P. Khatana
Advocate
Distt. Court, Faridabad



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

M/s Marti Marketing Pvt. L

Ashutosh Kumar



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M/s Countrywide Promoter

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D.P. Khatana, Adv.

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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 19,843 आज दिनांक 07/03/2012 को बही न: 1 जिल्द न: 0 के उ न: 20 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2 के उ सख्या 34 से 36 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 07/03/2012

SUB REGISTRAR
FARIDABADउप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

53013
5002

M/s Countrywide Promoters Pvt. Ltd.



11/02/2012

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19850

COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this the 15th day of February 2012

BETWEEN

M/s Saraswati Kunj Infrastructure Private Limited a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-110001 being represented through its Authorized Signatory, Mr. Ashutosh Kumar (hereinafter referred to as the "OWNER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART.**

AND

M/s Countrywide Promoters Pvt. Ltd., a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 acting through its Authorized Signatory, Sh. Jay Shankar duly authorized by Board Resolution (hereinafter referred to as the "DEVELOPER", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART.**

The Owner and the Developer are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS the Owner herein have acquired certain parcels of the land and is still in the process of acquiring various agricultural lands falling in the District Gurgaon and Faridabad, Haryana and the Owner undertakes that it shall acquire a valid perfect and marketable legal title along with the vacant physical possession of the land or thereabout (hereinafter referred to as the said "Land").

For Saraswati Kunj Infrastructure Pvt. Ltd.

Ashutosh Kumar

Director/ Auth Signatory

1

For Countrywide Promoters Pvt. Ltd.

Jay Shankar
Authorized Signatory

प्रलेख नः 19850

दिनांक 07/03/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील फरीदाबाद	गांव/शहर फरीदाबाद
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
Director/Genl. Secy	

Drafted By: D.p. Khatana, Adv.

यह प्रलेख आज दिनांक 07/03/2012 दिन बुधवार समय 11:32:00AM बजे श्री/श्रीमती/कुमारी M/s Saraswati kunj Infra. Pvt. Ltd. the Ashutosh Kumar के पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

SUB REGISTRAR

उप/सर्वोच्च/पंजीयन अधिकारी

फरीदाबाद

श्री M/s Saraswati kunj Infra. Pvt. Ltd. the Ashutosh Kumar

For Saraswati Kund Inf. Pvt. Ltd.

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी M/s Countrywide Promoters Pvt. Ltd. the Jay Shankar दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को स्वीकार करने के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी D.p. Khatana, Adv. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd

व श्री/श्रीमती/कुमारी Mukesh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shiv Lal निवासी Fbd ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 07/03/2012

D. P. Khatana

Advocate

Court, Faridabad

SUB REGISTRAR

उप/सर्वोच्च/पंजीयन अधिकारी

फरीदाबाद

File

AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities of the government and is further financially and technically capable to undertake the development works as per the terms of license/change of land use granted or to be granted by the relevant authority/department of the State.

AND WHEREAS the Owner had approached the Developer to obtain and, or maintain the conversion of land use in any appropriate project on the said Land and to carry out the development and construction works of the said appropriate project as per the terms of the conversion of the land use to be granted / granted by the relevant authority / department of the State and the Developer has agreed to the same, now therefore, the Parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

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1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accepts to develop/construct any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter.
2. That the entire costs and expenses required for carrying out construction, development and completion of the project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Land shall be wholly borne by the Developer. The Owner shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect.
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For Sagarwati Kunj Infrastructure Pvt. Ltd.

Ashutosh Kumar

Director/Auth Signatory

2

For Countrywide Promoters Pvt. Ltd.

Authorised Signatory

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6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
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For Saraswati Kunj Infrastructure Pvt. Ltd.

Ashutosh Kumar
Director/ Auth. Signatory

3 For Countryside Promoters Pvt. Ltd.

Authorised Signatory

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For Saraswati Kunj Infrastructure Pvt. Ltd.

Ashutosh Kumar
Director/Auth. Signatory

4

For Countrywide Promoters Pvt. Ltd.

[Signature]
Authorised Signatory

17. The Owner declares and assures the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.
18. The Owner agrees, confirms and assures that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the government of Haryana when the Developer shall be entitled to receive compensation directly from the State government or any of its authorities and to this effect the Owner hereby authorizes the Developer and/or any of its nominee(s)/assignee(s) etc. to do the necessary acts/deeds/things, including receiving the compensation thereof from the government.
19. In case the said Land or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title paramount to the Owner or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.
20. The Owner undertakes to execute a general power of attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
21. If there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the project and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
22. All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
23. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.

For Saranvati Kunj Infrastructure Pvt. Ltd.

Ashutosh Kumar
Director/ Auth. Signatory

5

For Countrywide Promoters Pvt. Ltd.

[Signature]
Authorised Signatory

24. After the construction of project, sale deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of general power of attorney executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.
25. The Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
26. All the original papers, title documents relating to the said Land in the name of the Owner is being retained in the safe custody of the Developer.
27. The Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGICP in respect of the project sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
28. All previous understandings, agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
29. The terms of the present agreement shall be binding on the Parties in respect to the lands that the Owner is in the process of acquiring or to be acquired and the development of the same shall be governed by the terms agreed herein.
30. In the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
31. The Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.

For Saraswati Kunj Infrastructure Pvt. Ltd. 6

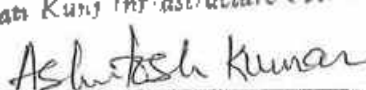
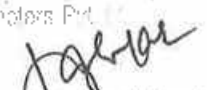
Ashutosh Kumar
Director/ Auth. Signatory

For Countrywide Promoters Ptd. Ltd.

[Signature]
Authorised Signatory

32. This Agreement shall not create the relationship of the partnership between the Owner and Developer.

IN WITNESS WHEREOF the Parties have signed this Collaboration Agreement at Faridabad on the date, month and year first above written in the presence of witnesses.

for Saraswati Kunj Infrastructure Private Limited <i>For Saraswati Kunj Infrastructure Pvt. Ltd.</i>  (Authorized Signatory) OWNER	for Countrywide Promoters Pvt. Ltd. <i>For Countrywide Promoters Pvt.</i>  (Authorized Signatory) DEVELOPER
--	---

WITNESSES:

1.

2.

Atte
Muloch Kumar
52087, Shiv Gd
A. Am

Dratey
Almule
D. P. Khatana
Advocate
Distt. Court, Faridabad



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

M/s Saraswati kunj Infra. P

Ashutosh Kumar



दावेदार

M/s Countrywide Promoter

Parnice



गवाह

D.p. Khatana, Adv.

D.P. Khatana



गवाह

Mukesh

Mukesh

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 19,850 आज दिनांक 07/03/2012 को बही न: 1 जिल्द न: 0 के पृष्ठ न: 22 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 2 के पृष्ठ सख्या 55 से 57 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुलि मारे सामने किये हैं।

दिनांक 07/03/2012

SUB REGISTRAR
फरीदाबाद
जयपुर/संयुक्त पंजीयन अधिकारी
फरीदाबाद

59342

Countrywide

Promoters

PVT. LTD. d. delh
C. Agr



16086

RATAN SINGH
STAMP VENDOR
TOL. GURGAON

23 DEC 2011

COLLABORATION AGREEMENT

This Collaboration agreement is made and executed on this the 29th day of December 2011

BETWEEN

M/s **Visual Builders Private Limited** a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at I-202, 2nd Floor, Parsvnath Gardenia, Secotor-61, Noida-201305, U.P. being represented through its Authorised Signatory, Mr. Ashutosh Kumar (hereinafter referred to as the "**OWNER**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **ONE PART**.

AND

M/s **Countrywide Promoters Pvt. Ltd.**, a company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi-01 acting through its Authorized Signatory, Mr. Jay Shankar duly authorized by Board Resolution (hereinafter referred to as the "**DEVELOPER**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) of the **OTHER PART**.

The Owner and the Developer are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS the Owner herein have acquired certain parcels of the land and is still in the process of acquiring various agricultural lands falling in the District Gurgaon and Faridabad, Haryana and the Owner undertakes that it shall acquire a valid perfect and marketable legal title along with the vacant physical possession of the land or thereabout (hereinafter referred to as the said "**Land**").

AND WHEREAS the Developer is fully aware of the relevant laws and procedures to obtain the conversion of land use from relevant authorities of the government and is further financially and technically capable to undertake the development works as per the terms of license/change of land use granted or to be granted by the relevant authority/department of the State.

AND WHEREAS the Owner had approached the Developer to obtain and, or maintain the conversion of land use in any appropriate project on the said Land and to carry out the

For Visual Builders Private Limited

Ashutosh Kumar
Director/Authorised Signatory

1

For Countrywide Promoters Pvt. Ltd.

Jayshankar
Authorised Signatory

दिनांक 05/01/2012

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील फरीदाबाद	गांव/शहर फरीदाबाद
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
रुपये	

Drafted By: D.P. Khatri, Adv.

यह प्रलेख आज दिनांक 05/01/2012 दिन गुरुवार समय 11:42:00AM बजे श्री/श्रीमती/कुमारी M/s Visual Builders
पुत्र/पुत्री/पुत्री श्री/श्रीमती/कुमारी निवासी Pbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For Visual Builders Private Limited

Ashutosh Kumar

हस्ताक्षर प्रस्तुतकर्ता **Director/ Auth. Signatory**

SUB REGISTRAR

रूप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

श्री M/s Visual Builders Pvt. Ltd. th. Ashutosh Kumar

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Countrywide Promoters Pvt. Ltd. th. Jay Shankar दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्याई स्विकार को स्वीकारने कि सुधार प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों का पहचान श्री/श्रीमती/कुमारी D.P. Khatana, Adv. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Flbd

व श्री/श्रीमती/कुमारी Tara Chand, Adv. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Fbd ने को।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 05/01/2012

For Visual Builders Private Limited

Ashutosh Kumar

Director/ Auth. Signatory

D. P. Khatana

Advocate

Distt. Court, Faridabad

SUB REGISTRAR
FARIDABAD

उप/सुर्यवृत्त पंजीयन अधिकारी

CH. TARA CHAND

and other things

CH. 1. AREA CHAIRS

development and construction works of the said appropriate project as per the terms of the conversion of the land use to be granted / granted by the relevant authority / department of the State and the Developer has agreed to the same, now therefore, the Parties are now desirous to enter into this agreement on the terms and conditions appearing hereinafter:

NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owner hereby grants/conveys its permission/consent/approval to the Developer and the Developer hereby agrees/accepts to develop/construct any appropriate project on the said Land in accordance with the terms and conditions appearing hereinafter.
2. That the entire costs and expenses required for carrying out construction, development and completion of the project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Land shall be wholly borne by the Developer. The Owner shall not be responsible for the payment for any costs, expenses, compliances, dues, fees, charges, bank guarantees and / or demands in this respect.
3. (a) That in lieu of the mutual covenants of the Parties under this Collaboration Agreement, the Owner has agreed to transfer and convey the entire built-up area permitted over the said Land (FAR) to the Developer.

(b) It is further agreed that any increase in FAR (Floor Area Ratio)/FSI (Floor Surface Index) shall be to the benefit of the Developer only and Owner shall not make any claim toward the said increase in FAR/FSI on any ground whatsoever.

(c) The Developer shall reimburse the Owner all costs and expenses incurred by the Owner with respect to the purchase of the said Land, which shall include cost of land, registration charges, stamp duty, commission to brokers and all other expenses incurred for acquiring the ownership, title and possession of said Land. The Developer shall additionally pay to the Owner a consolidated sum calculated @ Rs. 35,000/- (Rupees Thirty Five Thousand only) per acre of said Land. An advance payment of Rs. 5,000/- (Rupees Five Thousand only) against the same has been paid in cash to the Owner, receipt of which the Owner hereby acknowledges.
4. That the physical possession of the said Land will be handed over to the Developer by the Owner to carry out the work of construction of a project consisting of such floors as may be allowed by the byelaws of the authority / department of the State. The development of the project on the said Land shall be done by the Developer at its sole discretion and costs without any interference or objection from the Owner.
5. That the Owner agrees in accordance with the terms and conditions of this agreement herein recorded to place at the complete disposal of the Developer, vacant, physical and peaceful possession of the said land and irrevocably vested in the Developer all the powers and authority of the Owner as may be necessary for the development, construction and completion of the proposed land on the said Land as and when desired by the Developer.

For Visual Builders Private Limited
Ashutosh Kumar
Director/Auth. Signatory

For Countrywide Promoters Pvt. Ltd.
Jayram
Authorised Signatory

6. That the Developer shall for and on behalf of and in the name of the Owner apply to such authorities, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the construction of the project on the said Land in accordance with the applicable Zonal Municipal plans. However, the Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary.
7. The Developer shall file appropriate applications with the Director General, Town & Country Planning- Haryana (Chandigarh) ("DGTC") subject to the Owner signing all the applications, undertakings, affidavits and power of attorneys in favour of the Developer and/or any nominee(s)/assignee(s) etc. to pursue the said applications and represent the Owner at all forums and offices including DGTC, HUDA and government of Haryana. The Owner also agrees to execute a power of attorney in favour of the Developer and/or any of its nominee(s)/assignee(s) etc.
8. The Developer shall develop, construct and complete the project on the said Land at its own costs, expenses and resources after procuring the requisite permissions, sanctions and approvals of all competent authorities and the Owner shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Developer to obtain such permissions, sanctions and approvals pertaining to construction, development and completion of the project.
9. The responsibility of obtaining the licence/conversion of land use shall be of the Developer and all costs and expenses involved in obtaining the requisite permissions, sanctions and approvals from Director General Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as "DGTC") and other concerned authorities shall also be borne and paid by the Developer. The Bank Guarantees etc. for the payment of External Development Charges, Internal Development Charges or any other charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owner.
10. The building plans for the proposed project shall be in accordance with floor area ratio (FAR), prescribed by the competent authority and the Zonal plan pertaining to the said Land as may be in force in the area. The building plans shall be filed for permission to construct the maximum permissible covered area on the said Land.
11. The Developer shall be fully entitled, empowered and authorized to raise loans/funds/money and to mortgage and/or create charge over the said Land in full or in parts and the Owner shall sign all papers required for creation of such charge/mortgage. The Developer in its own rights shall also be entitled to create charge and/or mortgage on the basis of powers vested in it by virtue of irrevocable power of attorney issued in its favour.
12. The Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the project on the said Land at any point of time in present or in future.


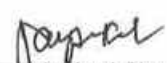
13. the Developer shall engage and / or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the project on the said Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer.
14. All rates, cesses, taxes and demands due and payable to revenue or any other authority, in respect to the said Land upto the date of this agreement, shall be the exclusive responsibility/liability of the Owner, after this date the same shall be the exclusive responsibility of the Developer. Thereafter, the same shall be borne by Owner and Developer jointly in proportion of their respective shares in the built-up property.
15. The Owner undertakes irrevocably to constitute the Developer and/or its nominees as their attorney by separate documents to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the Owner as may be required to be done for the purpose of developing, constructing and completion of the project on the said Land and to enter into agreement to sell and / or execute and register sale-deed or such other transfer in respect of the built-up area allotted to the Developer and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
16. The Owner has undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of unbuilt or built up areas, in the aforesaid share allocated to the Developer, to any person at any time either before or after the project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
17. The Owner declares and assures the Developer that the said Land is wholly free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner has not received any notice from any authority in respect of the said Land. The Owner further agrees and undertakes to keep the said Land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations and shall keep the title thereof absolutely free and saleable at all times hereof.
18. The Owner agrees, confirms and assures that there is no possibility of any portion of the said Land getting lost due to defect in the title of the Land and in case, any portion is lost for any reason whatsoever, then the Owner shall compensate the Developer prorata except in the case of acquisition by the government of Haryana when the Developer shall be entitled to receive compensation directly from the State government or any of its authorities and to this effect the Owner hereby authorizes the

Developer and/or any of its nominee(s)/assignee(s) etc. to do the necessary acts/deeds/things, including receiving the compensation thereof from the government.

19. In case the said Land or any part thereof now declared to be belonging to the Owner is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title paramount to the Owner or on account of any cause whatsoever including but not limited to, to any outstanding claims and demands of taxes payable by the Owner, the Owner shall be liable towards the Developer for all the damages, losses and costs sustained by the Developer. Accordingly, the Owner agrees and undertakes to keep the Developer and / or its nominees, harmless and indemnified against all claims and expenses which the Developer and / or its nominees may be liable to pay on the aforesaid account.
20. The Owner undertakes to execute a general power of attorney, duly registered with the Sub-Registrar of Assurances in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
21. If there are any claims, demands, tax liabilities or any other court order whatsoever against the Owner it is a condition of this Agreement that the work of development and / or completion of the project and /or other matters incidental to this Agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the Owner and / or any other person claiming rights under him.
22. All costs of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.
23. The Parties individually shall be liable in respect of Income Tax and other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under this agreement.
24. After the construction of project, sale deeds or such other documents effecting the transfer of the Developer's share of the built up property, or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include the intending Buyer(s) as may be desired by the Developer and the Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the basis of general power of attorney executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer or by intending buyer(s). The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owner.
25. The Developer shall be entitled to advertise the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the said Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.



26. All the original papers, title documents relating to the said Land in the name of the Owner is being retained in the safe custody of the Developer.
27. The Owner shall be bound to comply with all the terms and conditions of Licence and the terms and conditions of the DGTCP in respect of the project sought to be developed. All expenses for the correction, compounding or rectification shall be borne by the Developer only and there will be no liability of the Owner in this regard.
28. All previous understandings, agreements, MOUs, etc. whether written or oral, if any, shall stand superseded with the terms of the present agreement reached and recorded between the Parties.
29. The terms of the present agreement shall be binding on the Parties in respect to the lands that the Owner is in the process of acquiring or to be acquired and the development of the same shall be governed by the terms agreed herein.
30. In the event of any question or dispute arising in connection with or incidental to or in respect of interpretation or scope of this Agreement or any part thereof then the same shall be tried to be settled amicably and if not possible, through a common mediator, failing which the Courts at Delhi shall alone have the jurisdiction to entertain and decide such dispute.
31. The Owner and Developer have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.
32. This Agreement shall not create the relationship of the partnership between the Owner and Developer.

IN WITNESS WHEREOF the Parties have signed this Collaboration Agreement at Gurgaon on the date, month and year first above written in the presence of witnesses.

<p>for Visual Builders Private Limited <i>For Visual Builders Private Limited</i>  (Authorized Signatory) OWNER</p>	<p>for Countrywide Promoters Pvt. Ltd. <i>For Countrywide Promoters Pvt. Ltd.</i>  (Authorized Signatory) DEVELOPER</p>
---	---

WITNESSES: 
D. P. Khatana
 Advocate
 Distt. Court, Faridabad

2. 
CH. TARA CHAND
 Advocate
 Distt. Court, Faridabad



D. P. Khatana
 Advocate
 Distt. Court, Faridabad

Reg. No.	Reg. Year	Book No.
16086	2011-2012	1



पेशकर्ता



दावेदार



गवाह

शकती
M/s Visual Builders Pvt. Ltd. th. Ashutosh Kumar Ashutosh Kumar

दावेदार
M/s Countrywide Promoters Pvt. Ltd. th. Jay Shankar _____

गवाह 1:- D.P. Khatana, Adv. [Signature] गवाह 2:- Tara Chand, Adv. [Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 16,086 आज दिनांक 05/01/2012 को बही न: 1 जिल्द न: 1 के पृष्ठ न: 118 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 37 के पृष्ठ सख्या 49 से 51 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 05/01/2012

[Signature]
SUB REGISTRAR
FARIDABAD
उप/संयोजित पंजीयन अधिकारी
फरीदाबाद



Certificate No. G0U2024K3592

Stamp Duty Paid : ₹ 6400000
(Rs. Only)

GRN No. 124129993



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Mega infraprojects pvt ltd

H.No/Floor : 3rd Sector/Ward : Ot-14

LandMark : Next door parklands sector 76

City/Village : Faridabad District : Faridabad

State : Haryana

Phone: 99*****75

**Buyer / Second Party Detail**

Name : Bptp limited

H.No/Floor : 3rd Sector/Ward : Ot-14

LandMark : Next door parklands sector 76

City/Village: Faridabad District : Faridabad

State : Haryana

Phone : 99*****75

Purpose : Collaboration agreement for land admeasuring 17K 15 5M in village Kherki Majra Sector 102 Gurugram
Mega Infraproject Pvt Ltd Vs BPTP LimitedThe authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE COLLABORATION
AGREEMENT DATED 22nd NOVEMBER, 2024 EXECUTED BETWEEN MEGA
INFRAPROJECTS PRIVATE LIMITED AND COUNTRYWIDE PROMOTERS PRIVATE
LIMITED.

PID 1CCCCG516

Value of Property : 31,99,68,000/-

Stamp duty : 64,00,000/-

प्रलेख न:11683

दिनांक:22-11-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर खेडकी माजरा धनकोट

धन संबंधी विवरण

राशि 319968000 रुपये

स्टाम्प ड्यूटी की राशि 6399360 रुपये

स्टाम्प नं : g0u2024k3592

स्टाम्प की राशि 6400000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:124130485

पेस्टिंग शुल्क 0 रुपये

Drafted By: SHIV KUMAR ADV

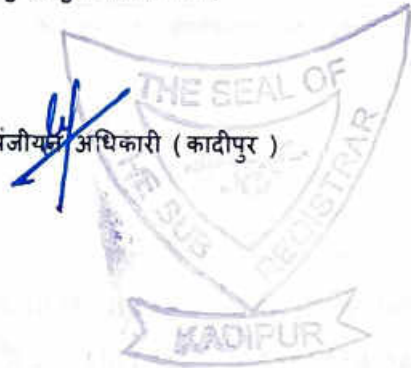
Service Charge:0

यह प्रलेख आज दिनांक 22-11-2024 दिन शुक्रवार समय 1:29:00 PM बजे श्री/श्रीमती /कुमारी
मैसर्स मेगा इन्फ्राप्रोजेक्ट प्रा लिथ्रु KARANOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

मैसर्स मेगा इन्फ्राप्रोजेक्ट प्रा लि

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी BPTP LIMITED थ्रु INDERJEETOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को
दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR ADV पिता , निवासी GGM
व श्री/श्रीमती /कुमारी DEEPAK KUMAR ADV पिता .

निवासी GGM ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

दिनांक 22-11-2024

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is executed on this 22nd day of November, 2024 at Gurugram, Haryana;

BY AND BETWEEN

MEGA INFRAPROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad, Haryana-121004 acting through its Authorized Signatory Sh. Karan Singh through Board regulation dated 11/11/2024 (hereinafter referred to as the "**Land Owner**", which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its respective successors and permitted assignees) of the **FIRST PART**;

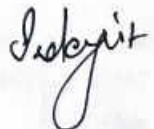
AND

BPTP Limited (Countrywide Promoters Private Limited now merged with BPTP Limited), a company incorporated under the Companies Act, 1956 and having its registered office at OT-14, Third Floor, Next Door, Parklands, Sector-76, Faridabad, Haryana-121004 acting through its Authorized Signatory Sh. Inderjeet S/o Sh. Sukhpal vide latter of authority dated 21/11/2024 (hereinafter referred to as the "**Developer**" which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors and permitted assignees) of the **SECOND PART**

The Developer and Land Owner are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. Landowner represents and confirms that it is the absolute owner of and in lawful possession of area admeasuring 17 Kanal 15.5 Marla (2.221 acre), in the revenue estate of villages Kherki Majra, Dhankot, Sector 102, Gurugram, which is more particularly described in **Schedule I** hereto (hereinafter referred to as "**Subject Land**") and is desirous of contributing the Subject Land for the development of Project.
- B. The Developer intends to develop a residential project over land parcels admeasuring **12.05 acres (96 Kanal 8 Marla)** ("**Total Land**") vide License no. 123 of 2014 dated 22.08.2014 and along with Permission for allocating FAR of 350 (175 to 350) in intense zone under ToD policy dated 09.02.2016 in Group Housing colony over an area measuring 12.05 acres bearing Licence no. 123 of 2014 situated in villages Kherki Majra, Dhankot, Sector 102, Gurugram, Haryana ("**Project**").
- C. The Subject Land is comprised in the Total Land.
- D. The Parties are entering into this Collaboration Agreement in order to record the terms of mutual agreement in writing in relation to their collaboration and the development of the Project or any other project, as per the sole decision and discretion of the Developer, as may be permitted under law as on date or in future including but not limited to the residential plotted colony under Group Housing Colony, Commercial Colony, additional license for Residential Plotted Colony, Additional license for Group Housing Colony, SCO Plots, Affordable Group Housing Colony, Deen Dayal Jan Awas Yojna, etc.



Reg. No.

Reg. Year

Book No.

11683

2024-2025

1



पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru KARANOTHER मैसर्स मेगा इन्फ्राप्रोजेक्ट प्रा लि

दावेदार :- thru INDERJEETOTHERBPTP LIMITED

गवाह 1 :- SHIV KUMAR ADV

गवाह 2 :- DEEPAK KUMAR ADV

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11683 आज दिनांक 22-11-2024 को बही नं 1 जिल्द नं 299 के पृष्ठ नं 141.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2555 के पृष्ठ संख्या 13 से 16 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 22-11-2024

उप/संयुक्त पंजीयन अधिकारी कादीपुर

NOW THEREFORE IN CONSIDERATION OF THE PREMISES, COVENANTS AND MUTUAL REPRESENTATIONS AND WARRANTIES, THE PARTIES HERETO HAVE AGREED TO ENTER INTO THIS COLLABORATION AGREEMENT UPON THE TERMS AND CONDITIONS HEREIN CONTAINED:

1. LAND FOR LICENSE:

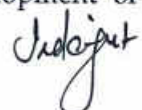
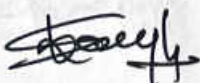
- 1.1. The Land Owner represent that it is the actual, absolute, legal owner of the Subject Land and are in actual, vacant, peaceful, physical possession of the Subject Land.
- 1.2. The Parties intend to seek license(s)/ additional license(s) from the DTCP for such usages as may be permitted under the law including but not limited to the development of a residential plotted colony, Group Housing Colony, Commercial Colony, additional license for residential plotted colony, Additional license for Group Housing Colony, SCO Plots, Affordable Group Housing Colony, etc..

2. CONFIRMATION OF THE CONDITIONS ESSENTIALLY:

- 2.1. The Developer shall be responsible for compliance with all terms & conditions of license/provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP whichever is earlier.
- 2.2. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP and RERA.
- 2.3. That the Developer and Land Owner shall jointly apply to the concerned authority for obtaining the requisite licences, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of Project over the Subject Land or any other use as it may deem fit as mentioned hereinabove. The Land Owner shall extend full cooperation and assistance to the Developer in relation to obtaining the aforesaid licenses, permissions, sanctions and approvals. The Developer shall be acting as developer for the purposes of the Project and shall fulfill all obligations of DTCP and be responsible for all compliances including all filings under rules including but not limited Haryana Development and Regulation of Urban Areas Rules, 1976 with the DTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016.

3. CONFIRMATION OF GRANT OF DEVELOPMENT RIGHTS:

- 3.1. The Land Owner hereby confirm and affirm the grant, transfer and convey of the entire development rights over the Subject Land to the Developer along with such other ancillary and incidental rights, benefits, interests, easements, privileges and appurtenant thereto, free from any encumbrances, to develop, construct, launch, market and sell the Project including but not limited to the right to develop and transfer of completed structures of the Project, as may be deemed appropriate by the Developer, which shall, pursuant to this Agreement, vest with the Developer.
- 3.2. The Developer shall be entitled to construct, develop, market, sale, lease, transfer, license the built-up area to any third party or any of its group/ associate companies.
- 3.3. The Developer would be entitled to undertake Project and receive license for such usages as may be permitted under law including but not limited to the development of a



residential plotted colony, Group Housing Colony, Commercial Colony, additional license for Residential Plotted Colony, Additional license for Group Housing Colony, SCO Plots, Affordable Group Housing Colony, etc.

4. **POSSESSION:**

- 4.1. The Land Owner has hereby irrevocably handed over the actual, physical, vacant, peaceful, and exclusive possession of the Subject Land to the Developer for all intent and purposes of this Agreement and agree that they shall not reclaim the said possession hereafter under any circumstances.

5. **DEVELOPMENT OF THE PROJECT AND ITS COST AND EXPENSES**

- 5.1. That the entire costs and expenses required for carrying out construction, development, and completion of the Project including the charges and fees of the architect for preparation of plans and all other statutory and other fees, charges, and/or demands in furtherance to or in compliance of the various approvals, sanctions and licenses obtained in respect to the Subject Land shall be wholly borne by the Developer. The Land Owner shall not be responsible for the payment of any costs, expenses, compliances, dues, fees, charges, bank guarantees and/or demands in this respect.

6. **CONSIDERATION**

- 6.1. That in lieu of the mutual covenants of the Parties under this Agreement, the Land Owner have agreed to transfer and convey the entire built-up area permitted over the Subject Land (FAR) to the Developer.
- 6.2. It is further agreed that any increase in FAR (Floor Area Ratio) / FSI (Floor Surface Index) shall be to the benefit of the Developer only and Land Owner shall not make any claim towards the said increase in FAR/FSI on any ground whatsoever.
- 6.3. As consideration for the Land Owner for (a) providing the Subject Land to the Developer, to develop and construct the intended Project thereon on the terms and condition contained herein; (b) providing absolute right to the Developer to sell the units/plots and other saleable area of the Project and to market the same, to prospective buyer(s) as provided for herein; and (c) conveying and transferring, in the manner provided in this Agreement their rights and interest in the Subject Land; the Developer (1) has reimbursed/shall, prior to receipt of occupation certificate / part occupation certificate/ completion certificate / part completion certificate of the Project, pay to the Land Owner all costs and expenses incurred by the Land Owner with respect to the purchase of the Subject Land, including cost of land, registration charges, stamp duty, commission to brokers and all other expenses incurred for acquiring the ownership, title and possession of Subject Land, and (2) has paid / shall, prior to receipt of occupation certificate / part occupation certificate / completion certificate / part completion certificate of the Project, pay to the Land Owner a consolidated sum calculated @ Rs. 35,000/- (Rupees Thirty Five Thousand Only) per acre of Subject Land.

7. **OBLIGATIONS OF THE LANDOWNER**

- 7.1. The Land Owner shall not interfere with or obstruct in any manner with the execution and completion or work of development and construction of the Project on the Subject Land at any point of time in the present or in the future.



- 7.2. The Land Owner undertake irrevocably to constitute the Developer and/or its nominees as its attorney to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions for the various authorities and to do such acts, deeds and actions for and on behalf of the Land Owner as may be required to be done for the purpose of developing, constructing and completion of the Project on the Subject Land and to enter into agreement to sell and/or execute and register sale deed(s) or such other transfer documents in respect of the built-up area/plots in the Project and also to obtain necessary clearance if need be under his own name and signatures, in this regard.
- 7.3. The Land Owner have undertaken to execute all documents, agreements and assurances as may be necessary and requisite to be given in favour of the Developer. The Developer shall always be fully competent to negotiate for or transfer any part or portion of unbuilt or built up areas or plots in the Subject Land or Subject Land to any person at any time either before or after the Project is complete and Developer shall be fully competent to enter into any agreement and accept cash, cheques, pay order, draft, etc. from all such transferees in its own name and can issue receipts for all such payments in its own name.
- 7.4. The Land Owner undertake to execute a general power of attorney and special power of attorney, as may be required, duly registered with the Sub-Registrar in favour of the Developer and/or its nominee for such powers as may be desired by the Developer, as and when so required by the Developer.
- 7.5. The Sale deeds or such other documents affecting the transfer of the plots/built up property on the Subject Land or any part thereof, shall be executed and duly registered in the name of the Developer and/or its nominee which may include its Buyers/allottees or the intending Buyer(s) as may be desired by the Developer and the Land Owner shall sign all such documents without any demur or protest. The Developer shall be at liberty to sign, execute and register all deeds and documents for the transfer of property on the basis of this document and if permitted under law a general power of attorney shall also be got executed and duly registered in favour of the Developer or its appointed nominee. The stamp duty and other expenses on execution and registration of the deeds of transfer shall, however, be borne entirely by the Developer. The Developer shall have the unhindered right to accept the financial consideration against such transaction and shall issue receipts thereof to the intending buyer(s) in its own name without any interference from the Land Owner. The Land Owner shall also issue the board resolution(s) in favour of nominee(s) of the Developer to act on its behalf with respect to acts and deeds that the Land Owner have empowered to do on its behalf under the registered power of attorney/attorneys or for which the Developer has been obligated under this Agreement.
- 7.6. The Land Owner shall not interfere with sale, marketing, or advertising of the Project as may be conceived by the Developer and the Developer shall be entitled to advertise the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting sign-boards, neon-signs or such other modes of advertisement, as the Developer may deem fit, on the Subject Land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.
- 7.7. At any time after the execution of this Agreement, the Land Owner shall neither create any mortgage nor any third party rights over the Subject Land, without prior permission from the Developer.

8. OBLIGATION OF DEVELOPER TO OBTAIN APPROVALS:



- 8.1. The Developer shall appear and represent, on a day to day basis, the Land Owner before the Central/State/ Local government offices/ Authorities/ Departments including but not limited to Haryana Shehri Vikas Pradhikaran ("HSVP"), Haryana State Pollution Control Board ("HSPCB"), State Environment Assessment Committee ("SEAC"), State Environment Impact Assessment Authority ("SEIAA"), Department of Town and Country Planning ("DTCP"), Airports Authority of India ("AAI"), Dakshin Haryana Bijli Vitran Nigam ("DHBVN"), Haryana Vidhyut Prasaran Nigam Limited ("HVPNL"), Deputy Commissioner Office/Revenue Department, National Board of Wild Life ("NBWL"), Ministry of Panchayat Raj, Mining and Geology Department, Haryana, Municipal Corporation Gurugram ("MCG"), Fire Department, Office of Senior Town Planner, Gurugram ("STP Office"), Haryana Renewable Energy Development Agency ("HAREDA"), Central Ground Water Authority ("CGWA"), Forest Department, HRERA or any other concerned authority (collectively as "Governmental Authorities") which may be connected and / or concerned with the development of the Subject Land and to make statement, sign, verify and file all letters, applications, affidavits, indemnities, proposals, undertakings, replies, etc. for and on behalf of the Land Owner.
- 8.2. The Developer shall with respect to the Project make applications with regard to the Subject Land under Punjab Scheduled Roads and controlled Areas (Restriction of Unregulated Development) Act, 1963, Haryana Development and Regulation of Urban Areas Act, 1975, and the Real Estate (Regulation and Development) Act, 2016, the rules made thereunder for the purposes contained in the said Acts, Rules or various policies of the State Government in this regard and to make all payments, fees and charges, give Bank Guarantees, etc., as may be required, remove objections, make statements, file affidavits, undertakings, representations, appeals, revisions, reviews, etc. The Developer shall execute and register, for and on behalf of the Land Owner, any other document that may be required under the rules and regulations of the Real Estate (Regulation and Development) Act, 2016 (including any amendments thereto) and the Rules made thereunder by the Government of Haryana with respect to the Project or any other project(s) as may be conceived by the Developer.
- 8.3. The Developer shall get the layout/ building plans filed and approved on the plots as well as on the commercial component of the colony and to apply and seek Completion Certificate/Occupation Certificate and do all such things as may be required with respect to the entire Project.
- 8.4. The Developer shall apply and seek Completion Certificate/Occupation Certificate of the colony upon its development and to do all such things as may be required for seeking completion from DTCP or any other competent authority in that regard.
- 8.5. The Developer shall be fully entitled to execute and register, for and on behalf of the Land Owner, before the concerned Sub-Registrar, the agreement to sell, tripartite agreement, conveyance/sale deed and/or any other document to be executed with the allottee/customer of the Project being developed on the Subject Land in his complete discretion, and without seeking any consent.
- 8.6. The Developer shall be entitled to develop the Project such as additional Residential Plotted Colony or Group Housing Colony or Commercial Colony or SCO Plots or Affordable Group Housing Colony over the Subject Land as may be permitted by the DTCP.



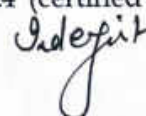
- 8.7. The Developer shall execute and register, for and on behalf of the Land Owner, before the concerned Sub-Registrar, the agreement to sell, tripartite agreement, conveyance/sale deed and/or any other document to be executed with the allottee/customer of the Project being developed on the Subject Land in his complete discretion, and without seeking any consent.
- 8.8. The Developer shall be entitled to do all such acts, deeds and things that are required to be undertaken by the Developer in terms of this Agreement and its amendments or as may be mutually agreed in terms of this Agreement including sale, transfer, its recording, communication with customers, maintaining ledger, advertisement, filing of compliance with RERA/ DTCP, or any other requisite Governmental Authorities or judicial/ quasi-judicial authority.
- 8.9. All costs, charges and expenses that are incidental to any acts, deeds, matters and things done or caused to be done by the Developer /collaborator in furtherance of the powers herein contained, shall be paid by the Developer.
- 8.10. That the Land Owner shall be bound to comply with all the terms and conditions of license and the terms and conditions of the DTCP in respect of the Subject Land sought to be developed.
- 8.11. The Developer shall engage and/or contract with any proprietorship concern, partnership firm, group or company of architects, surveyors, engineers, contractors, sub-contractors, employees and such other labourers at its own costs, expenses and responsibilities for preparation, submissions and obtaining approvals for developing, promoting, constructing and completing the Project on the Subject Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and/or contracting any person shall be the sole responsibility of the Developer.

9. RIGHT TO OBTAIN FINANCIAL SUPPORT FROM BANKS/ NBFCs/FIIs FOR CONSTRUCTION FINANCE:

- 9.1. The Developer alone shall be entitled to mortgage the Subject Land after receipt of LOI, in favor of any bank /financial institution for obtaining/raising construction finance for the construction and development of the Project. In this regard, at the request of the Developer, the Land Owner shall, without any demur or protest:
- (a) Execute all necessary documents for the creation of charge/mortgage over the Subject Land; and
- (b) Handover the originally registered sale deed(s) to the lender.

10. TAXES & CESSSES:

- 10.1. That the Parties individually shall be liable with respect to their respective income tax and other fiscal liabilities for the consideration received under this Agreement.
- 10.2. All rates, taxes, and demands due and payable to revenue or any other authority, in respect to the Subject Land upto the date of this Agreement, shall be the exclusive responsibility/ liability of the Land Owner, thereafter the same shall be the exclusive responsibility of the Developer.
11. Further, pursuant to order of the Hon'ble National Company Law Tribunal, Chandigarh Bench, Chandigarh in CP (CAA) No.26/Chd/Hry/2023 dated 20.09.2024 (certified true



copy dated 26.09.2024), Countrywide Promoters Private Limited merged with BPTP Limited and all rights, entitlements, and obligations of Countrywide Promoters Private Limited with respect to the Subject Land, stand transferred to BPTP Limited.


12. All the terms and conditions of this Agreement shall remain valid and binding on the Parties.

IN WITNESS WHEREOF the parties have signed this Agreement at Gurugram on the date, month, and year first above written in the presence of witnesses.

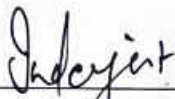
For & on behalf of
Mega Infraprojects Private Limited



Mr. Karan Singh
(Authorized Signatory)




Shiv Kumar Singh (Advocate)
Distt. Court, Gurugram
22-11-24

For & on behalf of
BPTP Limited (Countrywide Promoters Private Limited now merged with BPTP Limited)



Mr. Inderjeet
(Authorized Signatory)

WITNESSES:

<p>1. Sign: </p> <p>Name: <u>Shiv Kumar Singh (Advocate)</u> Distt. Court, Gurugram</p> <p>Address: _____</p>	<p>2. Sign: </p> <p>Name: <u>Deepak Kumar</u> Advocate Distt. Court, Gurugram</p> <p>Address: _____</p>
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SCHEDULE-I
DESCRIPTION OF THE SUBJECT LAND

Lands measuring 17-15.5 or 2.221 Acres situated in villages Kherki Majra Dhankot, District Gurugram, Haryana, and comprised in the following Rectangle Numbers:

1. M/s Mega Infraprojects Pvt. Ltd.

Village	Rect. No.	Killa No.	Area
Kherki Majra	66	2/1	5-13
		1	8-0
	67	5/2	4-0
		Total	17-13

khewat / khutoni

Year
2018-19

310 / 384

2. M/s Mega Infraprojects Pvt. Ltd. 22/819 share.

Village	Rect. No.	Killa No.	Area
Kherki Majra	63	17/1	2-3
		24/2	2-8
		Total	4-11 (0-2.5)

262/297

G. Total

17-15.5 or 2.221 Acres



